

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

REEDER STREET, INC.,
Plaintiff

v.

LCIJ, INC.,
Defendant

:
:
:
:
:
:
:

CIVIL ACTION

NO. 5:11-cv-06000-ER

JURY TRIAL DEMANDED

**DEFENDANT’S ANSWER TO COMPLAINT, AFFIRMATIVE DEFENSES
AND DEMAND FOR JURY**

Defendant LCIJ, Inc. (“LCIJ”), by and through its undersigned counsel, answers the
Complaint and states as follows:

1. Denied. LCIJ is without information sufficient to form a response to the
allegations, if any, contained within this paragraph. Plaintiff is left to its proofs.
2. Admitted.
3. Denied. All of the allegations in this paragraph, if any, are denied as they call for
a legal conclusion to which no response is required.
4. Denied. LCIJ is without information sufficient to form a response to the
allegations, if any, contained within this paragraph. Plaintiff is left to its proofs.
5. Denied. LCIJ is without information sufficient to form a response to the
allegations, if any, contained within this paragraph. Plaintiff is left to its proofs.
6. Denied. LCIJ is without information sufficient to form a response to the
allegations, if any, contained within this paragraph. Plaintiff is left to its proofs.
7. Denied. LCIJ is without information sufficient to form a response to the
allegations, if any, contained within this paragraph. Plaintiff is left to its proofs.
8. Denied.

9. Denied. The Franchise Agreement is a document which speaks for itself.

10. Denied. The Franchise Agreement is a document which speaks for itself.

11. Denied.

12. Denied.

13. Denied.

14. Denied.

15. Denied.

16. Denied.

17. Denied.

18. Denied.

19. Denied.

20. Denied.

21. Denied.

22. Denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

COUNT I

27. LCIJ incorporates herein its above responses to the paragraphs of the Complaint as if set forth in their entirety.

28. Denied.

29. Denied.

30. Denied.

31. Denied.

32. Denied.

33. Denied.

34. Denied.

35. Denied.

WHEREFORE, defendant LCIJ respectfully demands that the Complaint be dismissed; awarding it reasonable costs and attorneys' fees and such other relief as justice requires.

COUNT II

36. LCIJ incorporates herein its above responses to the paragraphs of the Complaint as if set forth in their entirety.

37. Denied.

38. Denied.

39. Denied.

40. Denied.

41. Denied.

42. Denied.

43. Denied.

44. Denied.

WHEREFORE, defendant LCIJ respectfully demands that the Complaint be dismissed; awarding it reasonable costs and attorneys' fees and such other relief as justice requires.

COUNT III

45. LCIJ incorporates herein its above responses to the paragraphs of the Complaint

as if set forth in their entirety.

46. Denied.

47. Denied.

48. Denied.

49. Denied.

50. Denied.

51. Denied.

52. Denied.

53. Denied.

54. Denied.

55. Denied.

56. Denied.

57. Denied.

WHEREFORE, defendant LCIJ respectfully demands that the Complaint be dismissed; awarding it reasonable costs and attorneys' fees and such other relief as justice requires.

COUNT IV

58. LCIJ incorporates herein its above responses to the paragraphs of the Complaint as if set forth in their entirety.

59. Denied.

a. Admitted;

b. Denied;

c. Admitted;

d. Admitted.

- 60. Denied.
- 61. Denied.
 - a. Denied;
 - b. Denied;
 - c. Admitted.
- 62. Denied.
- 62 (a) – (e). Denied.
- 63. Denied.
- 64. Denied.
- 65. Denied.

WHEREFORE, defendant LCIJ respectfully demands that the Complaint be dismissed; awarding it reasonable costs and attorneys' fees and such other relief as justice requires.

COUNT V

66. LCIJ incorporates herein its above responses to the paragraphs of the Complaint as if set forth in their entirety.

- 67. Denied.
- 68. Denied.
- 69. Denied.
- 70. Denied.
- 71. Denied.
- 72. Denied.
- 73. Denied.
- 74. Denied.

75. Denied.

76. Denied.

77. Denied.

WHEREFORE, defendant LCIJ respectfully demands that the Complaint be dismissed; awarding it reasonable costs and attorneys' fees and such other relief as justice requires.

COUNT VI

78. LCIJ incorporates herein its above responses to the paragraphs of the Complaint as if set forth in their entirety.

79. Denied.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

85. Denied.

86. Denied.

WHEREFORE, defendant LCIJ respectfully demands that the Complaint be dismissed; awarding it reasonable costs and attorneys' fees and such other relief as justice requires.

COUNT VII

87. LCIJ incorporates herein its above responses to the paragraphs of the Complaint as if set forth in their entirety.

88. Denied.

89. Denied.

90. Denied.

91. Denied.

92. Denied.

93. Denied.

94. Denied.

95. Denied.

96. Denied.

97. Denied.

WHEREFORE, defendant LCIJ respectfully demands that the Complaint be dismissed; awarding it reasonable costs and attorneys' fees and such other relief as justice requires.

COUNT VIII

98. LCIJ incorporates herein its above responses to the paragraphs of the Complaint as if set forth in their entirety.

99. Denied.

100. Denied.

101. Denied.

102. Denied.

103. Denied.

104. Denied.

105. Denied.

WHEREFORE, defendant LCIJ respectfully demands that the Complaint be dismissed; awarding it reasonable costs and attorneys' fees and such other relief as justice requires.

COUNT IX

106. LCIJ incorporates herein its above responses to the paragraphs of the Complaint as if set forth in their entirety.

107. Denied.

108. Denied.

109. Denied.

110. Denied.

111. Denied.

112. Denied.

113. Denied.

WHEREFORE, defendant LCIJ respectfully demands that the Complaint be dismissed; awarding it reasonable costs and attorneys' fees and such other relief as justice requires.

AFFIRMATIVE DEFENSES

1. None of the communication alleged by the plaintiff contains deception.
2. None of the communication alleged by the plaintiff contains false or misleading statements.
3. LCIJ did not engage in fraudulent conduct that creates a likelihood of confusion or misunderstanding.
4. LCIJ did not have the intent necessary to rise to the level of a reckless or willful act.
5. The plaintiff suffered no ascertainable loss of money or property.
6. The plaintiff did not justifiably rely on any representation by LCIJ.
7. The plaintiff fails to state a cause of action to which relief can be granted.

8. The Complaint is barred by the applicable statute of limitations.
9. The Franchisor's course of conduct with Defendant pre-dates Plaintiff, and is expressly permitted by the applicable documents.
10. LCIJ reserves the right to assert additional affirmative defenses as discovery warrants.

DEMAND FOR JURY

LCIJ demands a jury pursuant to Fed.R.Civ.P. 38 for all issues so triable.

FINEMAN KREKSTEIN & HARRIS, P.C.

By /S/ Richard J. Perr
RICHARD J. PERR, ESQUIRE (PA 72883)
Mellon Bank Center
1735 Market Street, Suite 600
Philadelphia, PA 19103-7513
(v) 215-893-9300; (f) 215-893-8719
e-mail: rperr@finemanlawfirm.com
Attorneys for Defendant LCIJ, Inc.

Dated: October 18, 2011

CERTIFICATE OF SERVICE

I, RICHARD J. PERR, ESQUIRE, hereby certify that on this date I served a true and correct copy of the foregoing electronically or by first class mail, postage prepaid, or telecopy on the following:

Virginia A. Gates, Esquire
Lee N. Westerman, Esquire
Miller, Turetsky, Rule & McLennan
3770 Ridge Pike, Suite 2
Collegeville, PA 19426
(v) 610-489-3300; (f) 610-489-1157
vgates@millerturetsky.com; lwesterman@millerturetsky.com
Attorneys for Plaintiff

/s/ Richard J. Perr

RICHARD J. PERR, ESQUIRE

Dated: October 18, 2011